

CABINET MANUFACTURING AGREEMENT

THIS AGREEMENT, DATED FOR REFERENCE THE 1ST DAY OF MAY, 2004

BETWEEN: CHALET CABINETS
3171 Thunderbird Crescent
Burnaby, B.C.

(Hereinafter the Employer)

AND: United Brotherhood of Carpenters and Joiners of America, Local
1928

(Hereinafter the Union)

ARTICLE 1: OBJECT

1:01 The object of this Agreement is to promote the industry, elevate the trade, promote peace and harmony between the employers and employees; facilitate the peaceful adjustment of all disputes and grievances, prevent strikes and lockouts and to avoid unnecessary waste of time and expense in the settlement of disputes connected with the industry. During the term of this Agreement, the Employer agrees that there shall be no lockout and the Union agrees that there shall be no strike.

ARTICLE 2: COLLECTIVE BARGAINING UNIT

2:01 The Employer recognizes the Union as the sole collective bargaining agency for all employees performing work as outlined in this Agreement under job classifications and coming under the jurisdiction of the Union as certified by the Provincial Department of Labour in the Province of British Columbia.

2:02 Both parties agree that personnel not included in the bargaining unit shall not perform any of the duties, operate any of the equipment, or use any of the tools normally associated with any of the classifications covered by this Agreement.

ARTICLE 3: NEW CONSTRUCTION

3:01 All carpentry work performed away from the factory premises shall be recognized as the jurisdiction of the construction locals of the United Brotherhood of Carpenters and Joiners of America and shall be done under the terms and conditions of the current B.C. Provincial Council of Carpenters' Standard Agreement.

ARTICLE 4: WORKING FORCES

- 4:01 The Union recognizes the right of the Employer to operate and manage his business in all respects in accordance with his commitments and responsibilities and that the locations of operations, the schedules, the processes and means of dealing with products, material and equipment are solely the responsibility of the Employer.
- 4:02 The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the management. The Employer shall have the right to select new employees and to discipline or discharge its employees for proper cause.
- 4:03 All of the terms and conditions of this Agreement will apply to all employees without discrimination as to sex, colour, handicap or age.
- 4:04 The Employer signatory to this Agreement will not subcontract any work normally manufactured in the shop to a non-union shop when a union shop is available. Deliveries normally made by Company trucks shall not be sub-contracted to a non-union employer when Company trucks and members are available to make such deliveries. This shall not apply if a customer requires delivery to be made by other than Company trucks.

ARTICLE 5: UNION SHOP

- 5:01 Every employee coming within the scope of the Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. Employees at the date of signing of this Agreement, will join the Union within two (2) weeks following such date.
- 5:02 When new additional employees are required, the Employer agrees to contact the Union dispatch hall for such. If after 48 hours (2 working days) the Union is unable to supply competent union members, then the Employer may obtain help elsewhere, it being understood that they register with the shop steward before commencing work and remain members in good standing as a condition of continuing employment.
- 5:03 The Shop Committee shall consist of not less than three (3) employees, and not more than seven (7) employees, to be based on a formula of one shop steward for every twenty-five (25) employees working. Shop stewards shall have one (1) year of service with the Employer, and shall not be discriminated against. The Union shall notify the Employer in writing, the name or names of shop stewards when any change in the shop committee takes place.

In the event of a reduction in the work forces, the Chief Shop

steward and two other Shop Stewards (to be determined by the Union) shall be given preference of continued employment, unless otherwise agreed between the parties hereto, provided they have the necessary skills and qualifications to perform the work required.

- 5:04 It is understood that the Shop Steward, after consultation with his Foreman, shall with permission, during working hours and without loss of time or pay, be allowed to leave his regular duties for a reasonable length of time in order to investigate and settle, if possible, grievances in his jurisdiction.
- 5:05 Business Agents shall have access to all shops covered by this Agreement in the carrying out of their regular duties, after obtaining permission from the Employer, Superintendent or Foreman; however, in no way will they interfere with the workers during working hours unless permission is granted. The Business Agent may also consult with the job steward at any time during working hours after obtaining permission from the Employer or his representative; such permission is not to be unreasonably withheld.
- 5:06 Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments by check-off, shall be subject to discharge after seven (7) days' written notice to the Employer of the said employee's refusal to maintain his membership.
- 5:07 (A) Employees covered by this Agreement shall have the right to refuse to cross a legal picket line.
- (B) The Employer will not perform work, supply goods, or furnish services of a nature or kind that, except for a lockout or lawful strike, would be performed, supplied or furnished by a struck Employer, if so doing would render the signatory Employer an ally as that term is defined by the Labour Code of B.C.

ARTICLE 6: DUES CHECK-OFF

- 6:01 The Employer agrees to deduct from each employee coming within the scope of this Agreement, Union initiation fees, dues and assessments legally levied and in the amount communicated to the Employer by the Union from time to time.
- 6:02 Deductions will be made from the first earned pay period in each month and remitted to the financial secretary of the Union by the end of the applicable month. The remittance shall include a list of the employees, showing their respective deductions, new employees, terminations and those on compensation.

- 6:03 New employees, after having worked five (5) working days, shall be made liable for the required deductions. If deduction is not made from an employee for any reason, deduction for that month will be made from a subsequent pay cheque and forwarded with the next remittance.
- 6:04 The Employer agrees that if signed authorizations are deemed required to make such deductions, the Employer will obtain them. The Union will supply such forms upon request.

ARTICLE 7: HOURS OF WORK

- 7:01 The hours of work shall be forty (40) hours per week, consisting of five (5) eight (8) hour days, from 7:00 a.m. to 3:30 p.m. The normal work days shall be Monday to Friday, with one-half (1/2) hour for lunch. In the event that maintenance workers shall be required to work Tuesday to Saturday inclusive, they will work seven (7) hours on a Saturday with eight (8) hours' pay. The regular starting and quitting time may be varied by mutual agreement.
- 7:02 Shift work will be paid at standard rates plus six percent (6%) for afternoon shift or eight (8) hours' pay for seven and one-half (7 1/2) hours' work as mutually agreed.
- 7:03 In the event of three (3) shifts being worked on a rotation basis, the shifts and hours of work will be as follows:
1. Day shift - eight (8) hours' pay at standard rates.
 2. Afternoon shift (second shift) - the length of this shift will be eight (8) hours. The shift will be paid at standard rates plus 6% shift differential.
 3. Graveyard (third shift) - the length of this shift will be six and one-half (6 1/2) hours. The graveyard or third shift will at all times be paid eight (8) hours at standard rates for six and one-half (6 1/2) hours' work.
 4. When shifts are being changed midweek from afternoon to day shift, employees shall receive not less than eight (8) hours break between such shifts, but shall receive the full regular hours of pay for the subsequent shift, unless the shift change is at the request of the employee.
- 7:04 No employee will be allowed to work more than one (1) shift in any day.
- 7:05 The working force on the day shift shall alternate with the

working force on the second and third shift doing similar work, on a two week basis, by mutual agreement of Union and management.

7:06 When shifts are being introduced, seniority shall apply, unless otherwise agreed between the Employer and the Union.

ARTICLE 8: OVERTIME HOURS

8:01 All overtime worked before and after the regular shift will be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter. There shall be no more than four (4) hours worked in any work week from Monday to Friday at time and one-half. All overtime in excess of the said four (4) hours will be at double time. Work performed on Saturday by other than maintenance staff shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter. All work performed on Sundays and Statutory Holidays or days observed as such shall be paid for at double time rate. All overtime work will be voluntary except where emergency conditions prevail.

8:02 If more than two hours overtime are worked, the employer shall pay to the employee(s) one-half hour at straight time rates to cover the cost of a meal. Time for such meals is to be on the employee's own time. Overtime shall not exceed four (4) hours in a twenty-four (24) hour period.

ARTICLE 9: CALL-TIME HOURS

9:01 Any member reporting to work and not being required shall receive not less than four (4) hours' pay, unless work is suspended because of weather or other reasons completely beyond the control of the Employer, in which case, employees shall receive not less than two (2) hours pay.

Any member who works beyond the mid-shift lunch break, and whose work is suspended by the Employer, shall be paid for the full regular shift, except where his work is suspended because of weather or other reasons completely beyond the control of the Employer. "Other reasons" referred to above shall include electrical failure, major mechanical breakdown, and fire or flood.

9:02 Any member who has completed one (1) shift and left the premises and who is called back to work for any reason, shall receive not less than two (2) hours' pay at the recognized overtime rates.

ARTICLE 10: PAYMENT OF WAGES

10:01 Every Employer shall, not later than each alternate Friday, pay to his employees all wages and salaries due to them up to a day not more than five (5) days prior to the date of payment. Each pay cheque will include an itemized statement indicating hours worked at straight time and overtime, rate of pay, holiday pay and percentage wherever possible, and individual deductions. Payment is to be made on the job prior to the lunch break. Further, if a statutory holiday should fall on a Friday, payment will be made on the Thursday prior.

10:02 Employees shall be given all wages and statements at time of layoff. In the event of termination (ie-discharge for cause or an employee quitting), the employee shall receive his wages and statements at time of termination or arrangements made to mail the wages and statements not later than the following working day.

10:03 Where an employee is terminated for just cause, the employee shall receive all wages and statements at time of termination, or arrangements shall be made to mail the wages and statements by not later than the following working day.

In the event of an employee quitting, arrangements shall be made to mail all wages and statements within five (5) calendar days of the last day of work, or within five (5) calendar days of the employee's termination.

Where an employee is laid-off, payment of wages shall be made at the time of layoff and arrangements shall be made to mail the employee's U.I.C. "Record of Employment" within five (5) calendar days of the day of layoff. Payment of wages shall be made at the commencement of the second rest period on the day of layoff; it being understood that if the employee fails to complete the shift, the Employer may take whatever disciplinary action it deems necessary.

10:04 In the event that a laid-off employee is required to return to company premises to pick up his/her final cheque subsequent to the day of layoff as a result of the Employer's failure to comply with Article 10:02, and the Employer having no reasonable excuse for such failure, the employee shall receive not less than two (2) hours' pay at double time rates.

ARTICLE 11: APPRENTICES

11:01 All apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act and parties hereto agree to observe all provision of said Act with the exception that wages will be based on the following formula:

1st six months - 65% of journeyperson's rate
2nd six months - 65% of journeyperson's rate
3rd six months - 65% of journeyperson's rate
4th six months - 70% of journeyperson's rate
5th six months - 75% of journeyperson's rate
6th six months - 80% of journeyperson's rate
7th six months - 85% of journeyperson's rate

Upon completion of apprenticeship, full rate shall apply.

- 11:02 All apprentices shall work with the tools of the trade and shall only do work that is customarily done by a journeyperson.
- 11:03 The maximum ratio of apprentices to journeyperson shall be one (1) apprentice to two (2) journeyperson and seniority in a layoff will not apply to apprentices until the ratio of apprentices to journeypersons exceeds this amount.

ARTICLE 12: LEAVE OF ABSENCE

- 12:01 Employees who have completed their probationary period with the Employer will be allowed, in the event of death of an immediate relative a leave of absence to attend the funeral or make funeral arrangements. The pay of the employee is to be his/her regular straight time rate of pay for up to three days of absence, providing the days of paid absence fall within a period in which the employee was scheduled to work. Days of absence paid as bereavement leave must be taken within a period five (5) working days following the death of an immediate relative.

To be eligible to apply for such paid leave, the employee must not be absent from work on account of illness, accident, compensation, holidays, vacation or layoff at the time for which leave is requested.

The immediate relative will be: wife, husband, common-law-spouse, child or parent, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren.

- 12:02 Any bargaining unit employee who has completed their probationary period and who is required to perform jury duty, or who is subpoenaed to appear as a witness for litigation involving the Crown, on a day on which they would normally have worked, will be reimbursed by the Employer for the difference between the pay received for jury duty or witness duty and the employee's regular starting time hourly rate of pay for their regularly scheduled hours of work. In order to qualify for payment in respect of jury or witness jury, the employees must obtain the Employer's approval in advance, and provide a copy of the applicable notice or subpoena.

It is understood that reimbursement shall not be for hours in excess of the time actually required in court, including reasonable travelling time, less pay received for jury or witness duty. Employees shall not be required to report back to work if less than two hours of their regular shift remains to be worked. The employee will be required to furnish proof of pay received for jury or witness duty.

- 12:03 Hours paid for jury duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays.
- 12:04 Union business: Upon written request by the Union, elected officers and delegates will be granted leave of absence without pay for the purpose of such union business.
- 12:05 Members elected to full time union positions: Upon written request by the Union, the Employer agrees that an employee will be given a leave of absence and retain and accrue seniority for such length of time as might be required.
- 12:06 As mutually agreed by the Employer and Shop Committee, leave of absence will be granted to a maximum of six (6) months without pay for compassionate reasons, educational reasons, training or extended vacation purposes, on the following terms:
- (A) Applicants must:
 1. Apply one month in advance unless circumstances arise beyond the control of the employee.
 2. Apply in writing to the Employer and Shop Committee disclosing grounds.
 3. Have eighteen (18) months' seniority, or less if agreed by the Employer and the Shop Committee.
 - (B) In cases where grounds for leave are of a confidential nature, the Employer shall have the exclusive right to grant such leave with written notice to the Shop Committee.
 - (C) Authorized leave shall be in writing and shall be signed by the Employer and the Shop Committee. An employee not returning at the expiration of his leave shall be considered to have quit voluntarily unless he furnishes within three (3) days of the expiration of his leave, a reasonable excuse for not having returned.
 - (D) An employee may only apply for a leave of absence for educational reasons, training or extended vacation purposes, once in every eighteen (18) calendar months, unless otherwise agreed by the Employer and shop Committee.

- (E) The Employer may restrict the number of people on leave of absence for educational reasons, training or extended vacation purposes, to a total of five (5) during the period June 15 to August 31 inclusive, and these five (5) people shall be determined on the basis of seniority.

12:07

Maternity Leave

1. An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
2. Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
3. A request for a shorter period under subsection (2) must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work and employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.
4. Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the employer shall, on the employee's request and on receipt of a certificate of the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
5. Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

ARTICLE 13: SENIORITY

13:01 Principle

The Employer recognizes the principle of seniority after forty (40) working days in attendance, it being understood that after completion of the probationary period, employees shall be entitled to seniority dating from their first day of work with the Employer.

13:02 An up-to-date seniority list will be supplied and posted by the Employer on the Employer's notice board once every twelve (12) months and at time of major layoff.

13:03 Layoff Notice

During a reduction of forces, the last person hired will be the first released.

In the event of a reduction in the forces, a senior displaced employee can elect whether or not to apply his seniority, competency considered, to obtain a higher request, or lower paid job, or accept a layoff until his regular job becomes available.

Classified jobs left vacant by laid off employees shall be posted immediately, and shall be awarded within three working days.

The Employer will notify the Chairperson of the Shop Committee prior to layoff, the names of those to be laid-off.

Employees who have completed their probationary period in the event of layoff shall receive three working days notice or three days pay in lieu of the said notice.

Employees with three or more years seniority shall receive one weeks notice or one weeks pay in lieu of the said notice. Such notice will not apply when an employee is on vacation, compensation or illness periods.

13:04 Re-hiring:

Employees who have been laid off will be recalled to work in the order in which their names appear on the seniority list, provided they are available. It shall not be a violation of this Agreement if the employer fails to adhere to the strict principles of seniority when an employee cannot be contacted to report to work on the date required.

The Employer shall maintain an address file of employees and it

shall be the employee's responsibility to notify the employer in writing of any change of address together with a phone number at which the employee may be contacted.

If an employee is unable to respond to the Employer's notification of rehire because of medical reasons, the Employer has the right to request a certificate from a qualified medical practitioner, indicating the anticipated date on which he employee will be fit to return to work.

No new employees will be hired until former employees, who are available and have the necessary skills and qualifications to perform the work required, are given the opportunity to return to work.

In the event of a temporary call-back of up to five (5) working days, those employees being called back will have the option of accepting or rejecting one or more temporary call-backs. Employees being called back from layoff shall post for available jobs in the usual manner.

13:05 Retention of Seniority

It is agreed between the employer and the Union that seniority during layoff or leave of absence will be retained on the following basis:

- (A) Employees with seniority shall retain and accrue seniority for a period of one year.
- (B) Employees absent due to illness or disability at the time of layoff shall retain and accrue seniority in accordance with (a) above, on the assumption that they are subject to the same principles of hiring and layoff as other employees with the same level of seniority. The Employer shall have the right to require a certificate from a qualified practitioner.
- (C) It is agreed between the Employer and the union that employees absent due to illness or disability shall have their seniority frozen after a period of twelve (12) consecutive months of absence. Notwithstanding the foregoing, if, during this twelve (12) month period, the employee attempts to return to full-time employment, but is unable to perform the duties of his/her classification within one calendar week, and therefore resumes convalescing, the period of absence shall be considered uninterrupted.

13:06 Job Postings

All job postings, including promotion, transfers, and new positions, shall be posted within seven (7) working days. Such postings shall be made for three (3) continuous days on the bulletin board. The posting shall set out a job description, qualifications required by the job, classification and wage rate. The posting shall be awarded within then (10) working days of the original posting date, and preference shall be given to senior employees hen awarding postings, taking their skill and experience into consideration. The parties agree that should the successful employee(s) not be able to perform the work after two weeks, they shall revert to their previous position.

When there is a requirement for a Lead Hand, a notice will be posted on the bulletin board, and any interested employees shall notify their foreman or superintendent. When selecting leadhands, the Employer shall take into consideration, the employee's experience and ability to perform the work required. Leadhands will be on probation for the first two months, it being understood that should the employee be unable to adapt to the skills required of a Lead Hand, he or she will return to his/her previous position.

Employees applying for postings while unable to work due to illness, disability or leave, must be available to assume the position within three (3) working days of the expiration of the posting, or the classification shall be awarded to the next suitable employee.

It is understood that until a job posting is awarded, the Employer may temporarily fill the position by appoint an employee who is competent to perform the work required.

In the event that there are no applications for a posting, Employer has the option of appointing an employee to fill the vacancy, or offering the position to employees on lay-off, in the order in which their names appear on the seniority list. If the posting is awarded to a laid-off employee, the least senior person of the employees who are not filling a classified position, will be laid-off when the junior employee reports for work.

13:07 Retention of Posted Job Vacancies

An employee who has been awarded a job posting and has been found competent to perform the work required, shall retain that posting except under the following conditions:

- 1) During a reduction of forces, the employee is laid -off and the classification is awarded to a more senior employee.

- 2) The employee successfully applies for and is awarded another job posting.

13:08 Temporary Postings

Where a temporary position becomes available as a result of a classified employee being absent for a predetermined period of time, such position shall be posted in the usual manner, outline the time length of the opening. At the termination of the posting, the employee may then apply for available openings, or return to base rate until a classified position becomes available.

13:09 Rate Retention

During a reduction of forces, employees placed in lower paying positions, will retain their existing rate for thirty (30) calendar days. It is understood that an employee may be requested to revert to their previously held position for one or more periods of up to three (3) working days, without affecting the foregoing rate retention. After expiration of the thirty day period, Article 19:09 will apply.

ARTICLE 14: VACATIONS WITH PAY

14:01 Employees shall receive vacation pay in accordance with their years of seniority with the Employer as follows:

Up to 3 yrs. of service	2 weeks	4 1/2% of gross earnings
3 years or more of service	3 weeks	6 1/2% of gross earnings
7 years or more of service	4 weeks	8 1/2% of gross earnings
15 years or more of service	5 weeks	10 1/2% of gross earnings
20 years or more of service	6 weeks	12 1/2% of gross earnings

Vacation pay will be computed on the start of third year and paid at the time vacation is taken to provide for the third week of vacation pay.

Employees who are entitled to four weeks vacation will have their vacation pay computed from the start of the seventh year and paid at time of vacation in the eight year to provide for the fourth week of vacation pay.

Employees who are entitled to five weeks vacation will have their vacation pay computed from the start of the fifteenth year and paid at time of vacation in the sixteenth year to provide for the fourth week for vacation pay.

14:02 A vacation list shall be provided and posted on the notice

board so that employees may choose their time of vacation. The first three (3) weeks vacation to which an employee is entitled may be taken consecutively by mutual agreement of the employer and the employee, seniority in each department to be the deciding factor.

The fourth (4th) and fifth (5th) weeks' vacation to which an employee is entitled shall be taken at the discretion of the employer. All vacations to which employees are entitled must be taken.

- 14:03 Vacation pay will be paid to all employees twenty-four (24) hours prior to commencing their scheduled vacation, weekends and holidays excluded. In the event of an employee being laid off, discharged or quitting, Article 10:02 shall apply.
- 14:04 The following shall be considered as days actually worked for determining eligibility for vacations for an employee after one year of employment:
- a. Absence on Workers' Compensation up to a period of one year, provided the employee returns to his employment.
 - b. Absence due to illness up to a period of one year, provided that the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
 - c. An employee on duly approved leave of absence will, when he returns, be credited with the time worked prior to and during the said leave of absence.
 - d. An employee laid off will, when he returns within twelve (12) months of layoff, be credited with he time worked prior to a layoff.
 - e. Statutory holidays or days observed as such will be considered as days actually worked for calculating vacation pay.

ARTICLE 15: STATUTORY HOLIDAYS

- 15:01 All employees covered by this Agreement who have been employed with the Employer for thirty (30) calendar days or more shall receive eleven (11) paid statutory holidays per year and any other public holiday declared by the Federal or Provincial Governments. Such employees shall receive a day's pay at their regular rate of pay on the payday following the statutory holiday. Employees laid off prior to the statutory holiday shall, when they return form layoff, be entitled to the holiday pay for that holiday, provided they have worked at least fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday.

15:02 The eleven (11) statutory holidays shall be:
New Year's Day Labour Day
Good Friday Thanksgiving Day
Easter Monday Remembrance Day
Victoria Day Christmas Day
Canada Day Boxing Day
B.C. Day (1st Mon.in Aug.)

15:03 When a statutory holiday falls on a non-working day, the Employer may designate the day or days to be observed immediately prior to or following the day on which the statutory holiday occurs.

ARTICLE 16: HEALTH AND WELFARE

16:01 Effective June 1, 2004 the Employer shall pay to the Millworkers Health and Welfare Trust Fund contribution of \$1.74 cents per hour for each hour worked. Effective December 1, 2004 the Employer shall pay to the Millworkers Health and Welfare Trust Fund contribution of \$1.78 cents per hour for each hour worked. Effective June 1, 2005 the Employer shall pay to the Millworkers Health and Welfare Trust Fund contribution of \$1.86 cents per hour for each hour worked.

Any other contributions determined by the Millworkers Board of Trustees after June 1/05 will be paid by way of a deduction from the employees wages.

Such contributions are due and payable for each employee covered by this Agreement on or before the 15th day of the calendar month following the month in which the obligation arose. Any saving in the unemployment insurance premium payment shall be considered part of this contribution.

16:02 The Employer and the Union shall abide by the terms of the Trust Agreement of the Millworkers Health and Welfare Trust Fund.

ARTICLE 17: JOINERY AND BENCHWORK JOINT CONFERENCE BOARD

17:01 The Employer and Union agree to promote the industry by supporting the Joinery and Benchwork Joint Conference Board as defined by the Policy Statement. The Joiner and Bench Joint Conference Board will administer its affairs as set out in the Trust Agreement.

17:02 When courses become available to kitchen industry members, the Employer shall pay to the Joinery and Bench work Joint Conference board contributions of one dollar per employee per month to a maximum of \$ 100.00. Such contributions are due and payable for each employee covered by this Agreement on or

before the fifteenth (15th) day of the calendar month following the month in which the obligation arose and shall be remitted to the Health and Welfare Plan.

ARTICLE 18: TECHNOLOGICAL CHANGE

- 18:01 The Employer shall notify the Shop Committee and the union not less than six (6) months where five (5) or more employees are involved, or three (3) months where one (1) to four (4) employees are involved, in advance of intent to instituted changes in working methods or facilitates which would involve the discharge or layoff of employees.
- 18:02 An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the set-back for a period of three months and, for a further period of three months, he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the set-back and the rate of his new regular job. At the end of this six month period, the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in 18:03 below, providing that he exercises this option within the above referred to six-month period.
- 18:03 Employees discharged or laid-off because of mechanization, technological change or automation shall be entitled to severance pay of one week's pay for each year of service with the Employer. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay.

ARTICLE 19: GENERAL CONDITIONS

- 19:01 A fifteen (15) minute rest period will be allowed midway in each half of a shift. If overtime has been scheduled, a ten (10) minute rest period will be allowed between the end of the regular shift and the start of the overtime.
- 19:02 Lunchroom facilities with adequate seating and tables for all employees will be provided and maintained in a clean condition by the Employer
- 19:03 Adequate and separate rest room facilities will be provided in accordance with the Factories Act and shall be maintained in a clean condition by the Employer.
- 19:04 Two (2) minutes pick-up and wash-up time will be allowed prior

to quitting time.

- 19:05 No employee shall supply any tools on the Employer's premises other than accepted normal tradesman's hand tools. Where drill bits, files etc are used extensively, the Employer, shall supply such items.
- 19:06 The Employer must assure the safety of the employee's tools against fire and burglary while in his employer. If so requested, the employee shall submit to the Superintendent or Employer's representative an inventory of tools and working apparel on the job if the value of such items exceeds \$ 25.00.
- 19:07 No worker will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union or the Employer. He will not transport goods manufactured by the Employer with his own motor vehicle.
- 19:08 Failure of any employee to act upon contradictory instructions given him by other than his immediate superior shall not constitute cause for dismissal.
- 19:09 When an employee is temporarily transferred to another classification by the Employer, the employee shall, while filling such position, receive the higher rate.
- 19:10 When a new position is created as a result of combining the duties of several classifications, the rate of pay shall be the highest classified rate of the positions combined.
- 19:11 Adequate free parking facilities will be provided within a reasonable distance of the plant.
- 19:12 Employees, or designate, are responsible for notifying the Employer if they are unable to report for work on their shift for any reason. Failure to comply with this regulation could lead to disciplinary action.
- 19:13 The Employer will provide raingear where required.

ARTICLE 22: SAFETY AND HEALTH

- 20:01 Both parties agree that the accident prevention regulations of the Workers' Compensation Board will be rightly applied and adhered to in all sections of the plant. It will not be a breach of this Agreement for any employee to fail or refuse to work under unsafe conditions, as defined by the Workers' Compensation Board Regulations, nor will it be grounds for discharge. At the same time, refusal on the part of an employee to abide by Workers' Compensation Regulations or other safety rules after having been warned, will be grounds for dismissal.

- 20:02 A Safety Committee will be established in accordance with Workers' Compensation Board requirements. Safety meetings will be held once monthly during working hours and no member of the Committee will suffer deduction in wages for time spent on behalf of the Committee.
- 20:03 When an employee is unable to work due to a compensable injury recognized by the Workers' Compensation Board, he shall be paid by the Employer for the full shift for the day of the injury.
- 20:04 When an employer requests an employee to write an exam for a first aid course, registration fees and time lost to write the exam shall be paid by the employer upon successful completion.
- In the event of a second or third shift involving then (10) or more employees, the Employer shall designate a first aid attendant, and the attendant shall receive the applicable first aid attendant's rate of pay.
- 20:05 The company will employ an employee who has a S.O.F.A. First Aid Ticket or Industrial First Aid whatever W.C.B. requires.

ARTICLE 21: DELETED

ARTICLE 22: GRIEVANCE PROCEDURE

- 22:01 Any difference arising between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any differences arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided.
- 22:02 The employee involved, preferably with the shop steward, will first take up the matter with his Foreman or Supervisor directly in charge of the work. Should the matter not be resolved within three (3) working days the matter shall be referred within (3) days as follows:
- 22:03 Failing resolution in 22:02, the Union representative and the Employer's representative will discuss and, if possible settle the matter.
- 22:04 Failing resolution in 22:03 above, within three (3) working days, the grievance shall be set out in writing by the grieving party and referred to the other party and they shall forthwith confer upon the matter.
- 22:05 Failing resolution in 22:04 above, within seven (7) working days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) members as follows:

- 22:06 The party desiring arbitration shall appoint a member for the Board and notify the other party in writing of its appointment and particulars of the matter in dispute.
- 22:07 The party receiving the notice shall within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment.
- 22:08 The two (2) arbitrators so appointed shall confer to select a third member to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third member.
- 22:09 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of the appointment of the Chairman. The time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of a majority of the board shall be final and binding upon the parties and they shall carry it out forthwith.
- 22:10 Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointees to the board and one-half the compensation and expenses of the Chairman and stenographic and other expenses of the Arbitration Board.
- 22:11 Shop Committee/Management Meetings:
- Either Shop Committee or Management may request a meeting to discuss any problems which may arise. The party requesting a meeting shall, prior to the meeting being held, provide the other party with an agenda outlining the problem(s) to be discussed. All meetings shall commence at 3:00 p.m. and end promptly at 4:00 p.m. The employer shall pay the wages of shop committee members in attendance up to a maximum of one-half (1/2) hour at the employee's classified rate of pay.

ARTICLE 23: CLASSIFICATIONS AND WAGE RATES

- 23:01 Classification shall be as follows:

Leadhand and Journeyperson - The Leadhand will take direction from management and be responsible for employees in the plant.

Journeyperson - an employee performing all work normally

associated with the job or trade with no supervision.

Production I - an employee performing a number of single tasks of a specialized nature under a minimum of supervision.

Production II - an employee performing work that requires a limited amount of skill. After six months experience worked in this classification, such employee will be re-classified and paid Production I rate.

Note: The Truck Driver will receive the minimum PII rate for the period of time he is actually driving the truck. This only applies to employees who are classified lower than PII rate.

Production III - all employees having completed 2 1/2 years of training shall be reclassified and paid at the Production III rate of pay.

Production IV - all employees who have completed 1 1/2 years of training from the date of hire shall be classified and paid at the Production IV rate of pay.

Production V - all employees who have completed 6 months of training from the date of hire shall be classified and paid the Production V rate of pay.

Production VI - all employees will start at this classification unless they have had previous training in the industry. After 6 months' experience in this classification, such employees will be reclassified and paid the Production V rate of pay.

Note: Progression moving from one classification to another will take place if the employees is qualified and capable of performing the classified responsibilities of the higher classification, based on a review of the employer.

It is understood the sufficient training for the higher classification must be given.

23:02 On any new or altered jobs, classification and posting will be carried out within two (2) weeks from time of production start, in co-operation with three (3) representatives of the Shop Stewards' committee. Where technological change applies, details will be specified on the postings.

23:03 New employees shall be on probation for the first forty (40) days actually worked, and shall receive twenty-five (25) cents per hour less than the classified rate. Those hired for classified groups higher than Production 3 may receive the applicable rates prior to the expiration of forty (40) working days, if they have demonstrated their ability to perform the

work required to plant standards.

23:04(A) Minimum Wage Rates shall be as follows:

	<u>May 1/04</u>	<u>May 1/05</u>	<u>May 1/06</u>
Journey person	19.38	19.57	19.97
Production I	17.75	17.93	18.29
Production II	17.10	17.27	17.62
Production III	16.22	16.38	16.71
Production IV	14.24	14.38	14.67
Production V	13.08	13.21	13.48
Production VI	11.95	12.07	12.31

Leadhands shall receive an additional one-half hour pay per shift.

23:04(B) Pension Fund

Effective May 1, 2003 the Employer signatory hereto shall contribute to the Pension Plan and in a manner for the purpose called or in this Article, **one dollar and Fifteen cents (\$1.15) per hour**, for each hour worked by all employees covered by this Agreement.

Such contributions are to be made solely by the Employer and no employer will deduct such contributions or any portion thereof from employees' wages. Such contributions are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages.

Such contributions are due and payable for each employee covered by this Agreement on or before the fifteenth (15th) day of the calendar month following the month in which the obligation arose and shall be remitted to the Plan.

ARTICLE 24: DURATION OF AGREEMENT

24:01 This Agreement will be effective from May 1, 2004 to April 30, 2007 and continue in full force and effect from year to year thereafter, unless either party at any time within four (4) months immediately preceding the anniversary date of this Agreement, gives notice of contrary intention. If no agreement is reached at the expiration date of this contract and negotiations are continued, this Agreement will remain in force until a new Agreement is reached or until negotiations are discontinued by either party.

ARTICLE 25: SAVINGS CLAUSE

- 25:01 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such portions shall continue in full force and effect.
- 25:02 In the event that any Article or Section is held invalid, or enforcement of, or compliance with which had been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

Dated this day of , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #1

BETWEEN: Chalet Cabinets

AND: United Brotherhood of Carpenters and Joiners of America,
Local 1928

Re: Penalty Clauses for Articles 6:05-6:06, 16:03-04, 23:04B-23:05B

Articles: 6:05 - 16:03 - 23:04B

Penalties for delinquent payment of contributions and/or deductions for the above articles: A first time penalty of five per cent (5%) will be levied on the amount of unpaid remittances. Further penalties will be ten per cent (10%). The original amount plus the penalty will be due and payable no later than one week after the notification from the Union has been served as set out in A and B below:

- (A) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.
- (B) If the Employer fails to respond within forty-eight (48) hours of receipt of notification the Union shall require and receive a five per cent (5%) penalty of the amount of the late payment for a first time penalty and ten per cent (10%) for further penalties.

Articles: 6:06 - 16:04 - 23:05B

Failing resolution in clauses 6:05, 16:03, 23:04B above, the Union reserves the right to withdraw its members from the shop or jobsite for failure to pay any outstanding remittances or penalties.

Dated this day of , 2004.

On behalf of company

On behalf of Union